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it was error to refuse to allow appellant to amend her cross bill charging the appellee with additional recent acts of adultery. The evidence does not disclose a lack of proper diligence on her part.

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NEWBURY V. BANK OF PRINCETON.—Decided at Wytheville, July 5, 1900. *Buchanan, J.* Absent, *Riely, J.*:

1. FRAUDULENT CONVEYANCES—*Notice to grantee—How proved.* If the grantee in a fraudulent deed had knowledge at the time of the conveyance of facts and circumstances which were naturally and justly calculated to excite suspicion in the mind of a person of ordinary care and prudence, and which would naturally prompt him to pause and enquire before consummating the transaction, and such enquiry would have necessarily led to a discovery of the fact with notice of which he is sought to be charged, he will be considered to be affected with such notice, whether he made enquiry or not. But while the fact of notice may be inferred from circumstances, as well as proved by direct evidence, yet the proof must be such as to affect the conscience of the purchaser, and must be so strong and clear as to fix upon him the imputation of *mala fides*. In the case in judgment such proof has not been furnished.

2. CHANCERY PRACTICE—*Suit to avoid conveyance—Notice of fraud before payment—Notice of execution against grantor.* In a suit to set aside a fraudulent deed, where it appears that the grantee acquired notice of the fraud before he had paid bonds given for deferred payments of purchase money, and also had notice of the plaintiff's execution against his grantor, a decree should be entered against the grantee in favor of the plaintiff for the amount of such bonds and the interest thereon from maturity.

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CASH V. HUMPHREYS, RECEIVER.—Decided at Wytheville, July 5, 1900.—*Buchanan, J.*:

1. APPEAL AND ERROR—*Judgment lien—Amount in controversy—Title or boundary of land.* In a suit to subject lands to the payment of the lien of a judgment where the defendant appeals the jurisdiction of this court is regulated by the amount of the judgment. The "title or boundary of land" is not involved although the appeal be taken by one who is not the judgment debtor, and the controversy is over the liability of the land to the lien of the judgment.

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NEWBERRY AND OTHERS V. FRENCH.—Decided at Wytheville, July 5, 1900.—*Harrison, J.* Absent *Riely, J.*:

1. SPECIFIC PERFORMANCE—*Doubtful title.* A purchaser of land at a private sale will not be required to pay his money for a defective or even doubtful title. This is especially true where the purchaser has contracted for a good and sufficient deed, which undertaking is not confined to the form of the deed, but includes a good title.

2. SPECIFIC PERFORMANCE—*Changed circumstances—Delay.* It is a general rule, applying to either vendor or vendee, that where there has been a change of circumstances or relations which renders the execution of the contract a hardship on the defendant, and this change grows out of or is accompanied by an unexcused